

# EXHIBIT 6

May 28, 2009

International Union, United Automobile, Aerospace and  
Agricultural Implement Workers of America

Stember, Feinstein, Doyle & Payne, LLC

Re: Proposed UAW Retiree Settlement Agreement

The International UAW, and the Class Representatives, on behalf of the Class Members, by and through Class Counsel, hereby agree that, if (a) a sale of substantially all of GM's assets under Section 363(b) of the Bankruptcy Code occurs, (b) as part of approval of such sale the Bankruptcy Court also approves a Retiree Settlement Agreement (the "Retiree Settlement Agreement") which is executed and delivered by the UAW and Class Counsel and purchaser of such assets, and (c) following the court approval of the Retiree Settlement Agreement the purchaser of such assets becomes fully bound to the terms of the Retiree Settlement Agreement, the UAW and the Class Counsel shall, in consideration therefor and to clarify treatment of all rights and benefits under the Settlement Agreement dated February 21, 2008, on the occurrence of such events:

(i) withdraw all claims filed or otherwise made against GM and its subsidiaries, and their employees, officers, directors and agents, relating to Retiree Medical Benefits pursuant to the MOU, the GM-UAW National Agreements or the Settlement Agreement, and

(ii) not assert or prosecute any such claims thereafter.

Nothing herein shall be deemed to waive or release any rights or benefits under the VEBA Note and Equity Terms dated May 24, 2009 or the VEBA agreements entered into as a part of the 363(b) sale transaction.

The UAW and the Class Representatives, on behalf of the Class Members, by and through Class Counsel, agree to reasonably cooperate with GM and to take such further actions as may be appropriate to effectuate or confirm the extinguishment of the claims described above (whenever filed or otherwise made) on and after such date.


Notwithstanding the foregoing, if the Bankruptcy Court's approval of any of the events described in (a), (b), or (c) above is reversed or modified on appeal or otherwise (without the consent of the UAW and Class Representatives) in a manner that adversely impacts the rights or benefits of the Class or Covered Group under the Retiree Settlement Agreement, nothing herein shall prohibit the UAW or Class Counsel from reinstating, filing, making, asserting or prosecuting a claim against GM and its subsidiaries, and their employees, officers, directors and agents, in respect of and to the extent of such adverse impact.

All initially capitalized terms herein shall have the same meaning as set forth in the Settlement Agreement, dated February 21, 2008, as amended, and the Approval Order in *Int'l Union, UAW, et al. v. General Motors Corp.*, Civil Action No. 07-14074 (E.D. Mich. filed Sept 9, 2007)

Please confirm your agreement to the foregoing by executing a copy of this letter and delivering same to Francis S. Jaworski, General Motors Corporation, Mail Code 482-C25-B21, 300 Renaissance Center, P.O. Box 300, Detroit, MI, 48625-3000 with an email copy to francis.s.jaworski@gm.com.

Respectfully,

GENERAL MOTORS CORPORATION

BY:   
Francis S. Jaworski

Acknowledged and Agreed:

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

BY: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_, 2009

CLASS REPRESENTATIVES, ON BEHALF OF THE CLASS, BY  
AND THROUGH STEMBER, FEINSTEIN, DOYLE & PAYNE, LLC,  
SOLELY IN ITS CAPACITY AS CLASS COUNSEL

BY: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_, 2009